



St. Charles Parish
Meeting Agenda
Parish Council
Supplemental

St. Charles Parish Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
scpcouncil@st-charles-la.us
http://www.stcharlesparish-la.gov

Council Chairman Julia Fisher-Perrier
Councilmembers Carolyn K. Schexnaydre, Mary Tastet,
Terrell D. Wilson, William Billy Woodruff, Wendy Benedetto,
Paul J. Hogan, Larry Cochran, Traci A. Fletcher

Monday, February 3, 2014

6:00 PM

Council Chambers, Courthouse

Final

SUPPLEMENTAL

RESOLUTIONS

S* 1 2014-0021 (2/3/2014, St. Pierre, Jr., Department of Planning & Zoning)

A resolution providing mandatory supporting authorization to endorse the resubdivision of Lots 3-A-1-A and 4B, Ormond Center Ormond Plantation, into Lots 3-A-1-A-1, 3-A-1-A-2, Lot 4B-2, 4B-3, 5, 6, 7 and to create Tract OCC for access, Ormond Center Ormond Plantation at 12609, 12627 Airline Hwy, 110, 121, 131, 141, 150 Ormond Center Court, and 3001 Ormond Blvd, with waivers to the required 60' width on a developed public street and to the requirements that all side lot lines be at right angles to straight street lines.

Servitude and Maintenance Agreement (Regular Agenda - Page 91)

Legislative History:

12/6/13 Department of Planning & Zoning Received/Assigned PH

1/16/14 Department of Planning & Zoning Rcmnd'd Approval w/Stip. Planning Commission

Approval with the following stipulations:

1. The applicant shall submit for review, approval and recordation a servitude agreement that clearly outlines ownership and maintenance for Tract OCC. Said agreement shall be recorded in conjunction with the subdivision.
2. The applicant shall submit for review and approval a parking analysis showing all proposed lots meet or exceed parking requirements. Should shared parking be required, it shall be noted on the subdivision map and/or recorded in a Parking Agreement in conjunction with the subdivision filing.

1/16/14 Planning Commission Rcmnd'd Approval w/Stip. Parish Council

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2/3/14 Parish President Introduced

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.

STATE OF LOUISIANA

PARISH OF ST. CHARLES

ACCESS FOR SERVITUDE AND PRIVATE ROAD MAINTENANCE AGREEMENT

Before the undersigned Notary Public, duly commissioned and qualified,
appeared the undersigned property owners:

ORMOND CENTER ONE, LLC, Tax Identification Number XX-XXX____, a
Limited Liability Company organized and existing under and by virtue of the laws
of the State of Louisiana, domiciled in St. Charles Parish, within said State,
represented by PAUL J. MURRAY, III, its manager by virtue of a Certificate of
Authority, a copy of which is annexed hereto and made a part hereof, whose
present mailing address is C/O June Murray, 13760 River Road, Destrehan,
Louisiana 70047 ;

ORMOND CENTER TWO, LLC, Tax Identification Number XX-XXX____, a
Limited Liability Company organized and existing under and by virtue of the laws
of the State of Louisiana, domiciled in St. Charles Parish, within said State,
represented by PAUL J. MURRAY, III, its manager by virtue of a Certificate of
Authority, a copy of which is annexed hereto and made a part hereof, whose
present mailing address is C/O June Murray, 13760 River Road, Destrehan,
Louisiana 70047;

all persons of the full age of majority, in the presence of the undersigned
competent witnesses, who did declare and state:

Description of Private Road

That they do hereby acknowledge the ownership of a private road running from
Ormond Boulevard to Airline Highway identified as ORMOND CENTER COURT, as
shown on a survey of BFM Corporation, LLC by John S. Teegarden, Licensed
Professional Land Surveyor, dated December 6, 2013 and recorded at COB ____, page
____, Entry No. _____, records of St. Charles Parish, currently used as ingress and
egress for lot numbers 2-A-1, 3-A-1-A-1, 3-A-1-A-2, 4A-1, 4B-2, 4B-3, 5, 6 and 7.

Access Servitude

In consideration of their mutual advantage of access and use over the property
referenced herein, the said property owners grant each other and to lots 2-A-1, 3-A-1-
A-1, 3-A-1-A-2, 4A-1, 4B-2, 4B-3, 5, 6 and 7, their heirs and assigns, occupants,
guests, service and emergency vehicles and the general public a perpetual and non-
revocable servitude or right of way for use of the private road known as ORMOND
CENTER COURT specifically identified on the attached survey, which shall be used for
ingress and egress to the properties located on Ormond Center Court but shall not be
used for disposal, storage, or release of any hazardous substances or any other
unlawful purpose.

Appearers shall at no time obstruct the access servitude to be used as a private roadway in a manner so as to interfere with use thereof by the other respective property owners or any other person or entity granted access by this agreement.

This agreement shall be binding on all current and subsequent property owners of the above described lots and/or any variations of said lots which might be created by resubdivision.

Current Lot Owners

<u>LOT</u>	<u>OWNER</u>
2-A-1	Archland Property I, LLC
3-A-1-A-1	Ormond Center One, LLC
3-A-1-A-2	Ormond Center One, LLC
4A-1	Baron Oil, LLC
4B-2	Ormond Center Two, LLC
4B-3	Ormond Center Two, LLC
5	Ormond Center Two, LLC
6	Ormond Center Two, LLC
7	Baron Oil, LLC

Private Road Maintenance Agreement

Appearers, their heirs and assigns, shall at all times maintain the private roadway in good order and condition and shall contribute a pro rata share for the cost of such maintenance and repair.

The pro rata share and the necessity for maintenance shall be determined by the then current titled owners of the property subject to this agreement, at their sole discretion and judgment. Said Property is currently titled to ORMOND CENTER ONE, LLC and ORMOND CENTER TWO, LLC, in fee simple interest.

At any such time that the titled owners determine that road maintenance is required, they shall notify all lot owners of the maintenance required in writing by certified mail. The written notice shall provide, at a minimum, details of the work required, the estimated cost, each titled lot owner's pro rata share of said cost and where payment should be sent. The pro rata share is defined as follows:

<u>LOT</u>	<u>PRO RATA SHARE</u>
Lot 2-A-1	0%
Lot 3-A-1-A-1	31.5%
Lot 3-A-1-A-2	5.6%
Lot 4A-1	6.7%
Lot 4B-2	19.2%
Lot 4B-3	6.5%

Lot 5	6.7%
Lot 6	14%
Lot 7	9.8%

Each owner's pro rata share shall be remitted to the designated owner provided in the written notice within 15 days of receipt of said notice.

If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount shall become delinquent and shall, together with late charges, collection fees and service charges, thereupon become a continuing debt secured by a lien on the lot(s) of the non-paying owner(s) which shall bind such lot(s) in the hands of the owner(s), his heirs, executors, devisees, personal representatives and assigns. The personal obligation of the then-existing owner to pay such maintenance assessment shall remain his personal obligation and shall not extinguish upon transfer of the lot to his successors in title. In addition, the lien for unpaid assessments shall be unaffected by any sale or assignment of a lot and shall continue in full force and effect and shall be collectable upon the sale or assignment of the lot. No Owner may waive or otherwise escape liability for the maintenance assessment provided herein by abandonment of his lot.

Enforcement

Enforcement of this agreement, at the option of the titled owners, may be by a proceeding at law or equity. With respect to any litigation hereunder, the party seeking to enforce the access servitude and/or private road maintenance agreement shall be entitled to recover reasonable attorneys' fees from the violator.

Invalidity

Should any provision in this agreement be deemed invalid or unenforceable, the remainder of the agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

Thus done and signed on the ____ day of _____, 2014 in the presence of the undersigned witnesses and me, Notary.

WITNESSES:

Print Name:

ORMOND CENTER ONE, LLC

Print Name:

ORMOND CENTER TWO, LLC

NOTARY PUBLIC
Notary ID: